

Attachment 1

After recording, return to:

Rise Properties (Woodland Pointe) Limited Partnership
Attn: Dave Kirzinger
2505 – 3rd Avenue, #300
Seattle, WA 98121

EASEMENT AGREEMENT

SCL P.M. #: 260419-2-E04
Grantor: City of Seattle
Grantee: Rise Properties (Woodland Pointe) Limited Partnership
Short Legal: Ptn. N½ NW¼ NE¼, Sec. 19, Twp. 26 N, Rge. 4 E
Tax Parcel #: 192604-9163

THIS EASEMENT AGREEMENT (“Easement”) is made this _____ day of _____, 20 _____, by and between THE CITY OF SEATTLE, a Washington municipal corporation, acting by and through its CITY LIGHT DEPARTMENT, hereinafter called the “Grantor,” and RISE PROPERTIES (WOODLAND POINTE) LIMITED PARTNERSHIP, a Washington limited partnership, hereinafter called the “Grantee.”

1. Conveyance and Consideration. Grantor, for and in consideration of the sum of Twenty-Three Thousand Five Hundred and no/100 Dollars (\$23,500.00), and the release of a prior Easement for Private Road recorded in King County Auditor’s file no. 3936129, hereby grants, without warranty of title, to RISE PROPERTIES (WOODLAND POINTE) LIMITED PARTNERSHIP GCW, and to their successors, a non-exclusive easement for access over, through, and across a portion of Grantor’s property (“Grantor Property”) that is legally described in **Exhibit “A”**. The area of the easement (“Easement Area”) is legally described in **Exhibit “B”** and depicted in **Exhibit “C”**. The Easement is appurtenant to and shall benefit Grantee’ Property as described on **Exhibit “D”** (“Grantee’ Property”). Exhibits A, B, C, and D are attached hereto and incorporated herein by this reference. It is acknowledged that the Easement Area shall be the primary ingress and egress access to the Grantee Property from Linden Avenue N.

2. Rights of Others. The Easement Area and Easement herein granted may be subject to the prior rights of others. Grantee is responsible for verifying that its use of the Easement Area will not abridge the prior rights of others, if any.

3. Grantor's Reserved Rights. Grantor reserves unto itself and its assigns the following rights (i) all aerial rights above, over, across and through the Easement Area (ii) all subsurface rights beneath, across and through the Easement Area; (iii) the right to enter, exit, and traverse the Easement Area for the purpose of replacing, repairing, improving, removing, operating and maintaining its present or future facilities or structures lying within, suspended above, or located on Grantor Property; (iv) the right to install transmission or distribution poles, pole support structures, wires, insulators, crossarms, braces, fiber optic equipment, and any other necessary or convenient related appurtenances anywhere within the Easement Area, along with the right to enter, exit and traverse the Easement Area for such installation so long as such structures, equipment or appurtenances do not unreasonably interfere with Grantee's rights granted pursuant to this Easement; and (v) all other rights as fee owner of the Grantor Property and Easement Area that do not unreasonably interfere with the Grantee rights pursuant to this Easement.

If Grantor anticipates the need to temporarily use any portion of the Easement Area for construction, maintenance, repair, or safety purposes, Grantor shall make reasonable efforts to notify Grantee in advance. However, in cases of emergency, no such advance notification shall be required. Grantee shall at no time interfere with Grantor's access to, egress from, or ability to traverse the Easement Area or Grantor Property or allow such interference by their agents, lessees or assigns.

Upon completion of Grantor's exercise of its rights under this Section 3 to use the Easement Area, Grantor shall restore and return the Easement Area to its prior condition or to a condition that allows Grantee to use the Easement Area as provided for by this Easement.

4. Additional Terms and Conditions. Grantee and its successors, agents, and assigns, hereby agree to the following additional terms and conditions:

4.1 No building, structure, stormwater retention or detention pond or vault, open water course, bioswale, infiltration field, water feature, fountain, or fire hazard will be constructed, placed or allowed to remain within the Easement Area.

4.2 Not fewer than ninety (90) days prior to commencing construction of any improvement to the surface of the Easement Area, including, but not limited to: paving, curbing, fencing, landscaping, or lighting, Grantee shall provide detailed plans to Grantor for Grantor's review and approval.

4.3 Upon completion of any construction described in 4.2 above, Grantee shall remove and dispose of all debris and shall provide Grantor with final as-built plans of any improvement(s) made within the Easement Area.

4.4 A minimum of thirty (30) feet of vertical clearance between any transmission conductor and the finished grade of any proposed improvement shall be maintained at all times. A minimum working clearance of twenty (20) feet from 115 kV lines shall be

maintained at all times for personnel and machinery. Grantee, its agents, employees, subcontractors, lessees and assigns shall comply with all National Electric Safety Code (NESC), Washington Department of Labor and Industries, and federal Occupational Safety and Health Administration codes and clearances while engaging in any activity within the Easement Area.

4.5 Grantee shall be responsible for maintenance of vegetation within the Easement Area, if any. Grantee shall not plant or place vegetation within the Easement Area that has a height at maturity of greater than twelve (12) feet; Grantor reserves the right to trim, cut, or remove any vegetation greater than twelve (12) feet within the Easement Area without prior notice to Grantee.

4.6 No vehicles, trailers, cranes, construction equipment or any other such equipment with a height or potential height of over twenty-five (25) feet shall be driven, pulled, pushed, operated or parked within the Easement Area.

4.7 No blasting or discharge of any explosives shall be permitted within one hundred fifty (150) feet of Grantor's facilities.

4.8 There shall be no storage, dumping, burying or transferring any hazardous substances, inoperable vehicles, chemicals, oils, fuels, flammable materials ("Hazardous Substances") or containers for said substances, within the Easement Area; provided that nothing herein shall prohibit the passage of vehicles containing or transporting Hazardous Substances across the Easement Area coincident to the ordinary and safe operation of said vehicles on Grantee's Property. Grantee, its successors, agents, lessees, and assigns shall comply with all environmental laws of the State of Washington or any other governmental subdivision or agency having regulatory authority over Grantor's Property with respect to Grantee's use of the Easement Area.

4.9 Grantee, its successors and assigns, assume all risk of loss, damage or injury which may result from its use of the Easement Area, or the use of the Easement Area by its respective agents, employees, invitees, contractors, subcontractors, permittees or licensees. Grantee, its successors, and assigns agree to indemnify and hold harmless Grantor from all claims, actions, or damages of every kind and description, which may accrue from or be suffered by reason of Grantee's, their successors', respective agents', employees', invitees', contractors', subcontractors', permittees', licensees', lessees' or sublessees' use of or presence in the Easement Area, the performance of any work in connection with its use, or the exercise of any rights granted in this Easement; and in case of any such suit or action being brought against Grantor, or damages arising out of or by reason of any of the above causes, Grantee shall, upon notice of commencement of such action, defend Grantor at Grantee's sole cost and expense and will fully satisfy any judgment after the said suit shall have been finally determined, if adversely, to Grantor, except to the extent of the sole negligence of the Grantor, its agents, or representatives.

4.10 Without limiting Grantee's obligations pursuant to Paragraph 4.10 of this Easement, Grantee shall indemnify and defend Grantor from any claims, damages, or liabilities arising directly or indirectly from Hazardous Substances that are released or discharged by Grantee, its successors, or their respective agents, employees, invitees, contractors, subcontractors, permittees, licensees, lessees, or sublessees related to their operations, use of or presence in the Easement Area, the performance of any work in connection with use of the Easement Area, or the exercise of any right granted by this Easement. The term "Hazardous Substances" includes all substances that are regulated under the federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Solid Waste Disposal Act (SWDA) as amended by the Resource Conservation and Recovery Act (RCRA), The Toxic Substances Control Act (TSCA), and the Washington State Model Toxics Control Act (MTCA). The term "claims" related to released or discharged Hazardous Substances includes any claim that may be brought and any order that may be issued pursuant to one of the statutes listed above and associated regulations, and claims based upon common law causes of action for trespass, negligence, nuisance or other common law theories, claims for lost property value, claims for business losses, and claims for personal injuries arising from or related to Hazardous Substances.

4.11 Grantee shall at all times exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

4.12 This Easement and all its covenants, terms and conditions shall become perpetual and run with Grantor Property and benefit the Grantee Property. Upon conveyance of the fee simple interest of Grantee's property, the successor in interest shall automatically be deemed to have assumed all obligations and liabilities arising out of or in connection with this Easement, and the predecessor released therefrom, except for actions arising from sections 4.9 or 4.10 above.

4.13 The obligation(s) of the Grantee to the Grantor under this Easement are joint and several, and may not be waived or apportioned except by written consent of Grantor.

4.14 The Easement granted herein represents an indivisible easement interest in the Grantor Property. Grantee shall provide Grantor written notice of any transfer of interest in the Grantee Property within five (5) business days after such transfer.

5. Effective Date. This Easement shall become effective and binding upon execution by both parties hereto and recording of this Easement.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

Dated this _____ day of _____, 20____

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Signature: _____

Print name: _____

Notary Public in and for the State of Washington

Residing at: _____

My commission expires: _____

(Notary seal)

